

GETHSEMANE CEMETERY
APPLICATION TO ERECT A MEMORIAL

(Please fill out form in ink or type)

SECTION: _____ **LOT:** _____ **GRAVE (S):** _____

Application is hereby made with the request and authorization that you construct a foundation at the above location, and to permit the monument dealer who signs this application to furnish and erect the memorial in accordance with the regulations of Gethsemane Cemetery.

All memorials shall have an appropriate Roman Catholic or Christian symbol, placed in a **PROMINENT** position. This symbol shall be no smaller in size than the height of the family name, **AND** be proportionate in size to that of any other designs or emblems. Gethsemane Cemetery reserves the right to make the determination in questionable circumstances. No memorial may contain any item which may, **in the opinion of Gethsemane Cemetery**, be inconsistent with Roman Catholic Doctrine or Practice, be offensive, or fail to be in good taste. Gethsemane Cemetery reserves the right at all times to prescribe and approve the location, kind, size, type, symbolism, craftsmanship, quality, and material of all memorials installed in Gethsemane Cemetery.

The undersigned represents that he, she or they, is or are the sole certificate holder(s), heir(s) or legal representative to the grave or lot described above, and do, does hereby agree to all the terms, conditions and other provisions as set forth on both sides of this application and contained in the Rules, Regulations and Specifications for Memorial Work or, in any other regard, subject to all other rules and regulations of the cemetery now in force or hereafter adopted.

I/we give permission for the names of those interred/entombed here to be inscribed on the existing memorial or crypt front, or a memorial to be erected in the future, in accordance with the cemetery regulations, space permitting.

In consideration of Gethsemane Cemetery accepting the above assignment, the undersigned do(es) hereby relieve, release and discharge Gethsemane Cemetery, its successors or assigns, from any and all liability or responsibility for any error or mistake that may have been made in recognizing the undersigned as the only person or persons entitled to an interest or right in said lot/crypt(s) and the undersigned do(es) hereby agree to save Gethsemane Cemetery, its successors or assigns, free, clear and harmless from any and all costs, claims and damages, if any, that may arise or be claimed by others by reason of such other person or persons asserting an interest in said cemetery lot or crypt (s). It is further understood that this agreement may become null and void should a survivor of the original owner not have signed this assignment.

This section may only be used if certificate holder is deceased or legal representative has been duly appointed to represent certificate holder.

Certificate Holder Name: _____
Address: _____
Phone No.: _____
Signature: _____

OR

Purchaser Name: _____
Relationship to certificate holder: _____
Address: _____
Phone No.: _____
Signature: _____

Except on behalf of spouse or children, heirship or right of interest must first be established by affidavit before application will be accepted. In the event that this application is being signed by anyone other than the Certificate Holder, this person agrees to inform the Certificate Holder of the provisions of this agreement and the rules and regulations of the Cemetery governing memorial work.

MONUMENT DEALER AGREEMENT

- I certify that I have been authorized by the person making this application to prepare a memorial for the above-described location and that the reverse side of this agreement contains the specifications and detailed sketch of this memorial.
- I certify that this memorial is made entirely of first-grade material and guaranteed by me to be free from all flaws, defects and tool marks and that the workmanship on said memorial will be the highest standard. The undersigned further agrees to provide only clear stone for memorial purposes and hereby guarantees that such stone is free from sap or anything, which will cause rust stains, and guarantees that such stone will not check or crack. Should a defect in material or workmanship become apparent before the lapse of five years from date of setting, the Cemetery Authorities shall make such a declaration in writing to the monument dealer and the memorial will be replaced without cost to Gethsemane Cemetery.
- I hereby agree to abide by the rules and regulations of Gethsemane Cemetery now in force or hereafter adopted, in the erection of the memorial in Gethsemane Cemetery, and further agree that, if in the opinion of the Cemetery Authorities should completed memorial not comply with said rules and regulations, it will, at the request of the Cemetery Authorities, be removed by me within three days of such request, without cost to Gethsemane Cemetery, Certificate Holder or Purchaser.
- The undersigned further agrees to hold Gethsemane Cemetery free from any liability whatsoever for damage to the memorial that may result from the installation of said memorial, before, during or after the setting of said memorial.
- I hereby agree to pay for any damage to lots, graves, walks, trees, shrubs, memorials, structures, etc., during the transportation and setting of this memorial or other memorial work. I hereby agree to indemnify, defend and save harmless Gethsemane Cemetery upon, or from, any and all claims, demands or alleged causes of action arising by reason of the erection of said memorial or memorial work.
- No memorial, once erected, may be removed from Gethsemane Cemetery without written permission of the Cemetery Authorities.
- No tools, equipment, structures, etc., required for an installation may be left overnight in Gethsemane Cemetery without the written permission of the Cemetery Authorities.
- Acceptance of this Application by Gethsemane Cemetery and any subsequent payments made does not constitute complete approval of this application.
- I hereby agree to have Cemetery Authorities inspect said memorial work or installation prior to leaving the Cemetery grounds.



TYPE OF MEMORIAL:

- Bronze
- Flat Marker
- Bevel
- Slant
- Upright
- Central Monument
- With Base
- Without Base
- Vases
- No Vases

KIND OF MATERIAL:

- Granite
- Marble (will require signed release)

Color (Trade Name): _____

SIZE:

Memorial:

Length _____ Width _____ Height _____

Base (If Applicable):

Length _____ Width _____ Height _____

Memorial to be centered over Section: _____ Lot: _____ Grave Number(s): _____

PLEASE PROVIDE SKETCH OF MEMORIAL SHOWING **ALL DIMENSIONS**, DETAILS, CARVINGS AND LETTERING, INCLUDING FRONT AND SIDE ELEVATIONS. SKETCH MUST BE SPECIFIC AND IN DETAIL. GETHSEMANE CEMETERY WILL NOT BE RESPONSIBLE FOR INCOMPLETE OR INACCURATE DRAWINGS. (SEPARATE DRAWINGS MAY BE ATTACHED IF NECESSARY)

OFFICE USE ONLY: **EC PD?** _____ **OWNER** _____ **EXIST. STONE?** _____

Additional Remarks:

The undersigned does hereby agree to all terms, conditions and other provisions as set forth on both sides of this application and contained in the Rules, Regulations and Specifications for Memorial Work.

Dealer's/Agent's Signature: _____ Date: _____

Dealer Name: _____ Phone: _____

Dealer Address: _____

OFFICE USE ONLY

THIS APPLICATION IS APPROVED WITH THE CONDITION THAT THE MEMORIAL IS SUBJECT TO THE FINAL INSPECTION BY CEMETERY AUTHORITIES. SHOULD THIS MEMORIAL IN THE JUDGMENT OF THE CEMETERY AUTHORITIES NOT COMPLY IN FULL WITH THE ABOVE SPECIFICATIONS, SAID MEMORIAL MUST BE RECTIFIED TO SO COMPLY OR BE REMOVED FROM THE LOT BY THE MEMORIAL DEALER AT THE REQUEST OF THE CEMETERY AUTHORITIES WITHIN THREE DAYS OF SUCH REQUEST.

Approved by: _____ Date: _____

Date Received: _____ Permit Number: _____ FDB FC Foundation Cost: \$ _____ Date Paid: _____ Date of
I/o: _____ Pour Date: _____ Date Memorial Erected: _____ Reviewed by: _____ PF CF